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AGREEMENT BETWEEN  
*Carteret, Borough of*  
THE BOROUGH OF CARTERET

and

LOCAL 2291 AFSCME AFL-CIO

X JANUARY 1, 1985 to DECEMBER 31, 1986

Articles of Agreement made this day April 4 1985  
between the Borough of Carteret, hereinafter referred to as the "Boro"  
and the American Federation of State, County and Municipal Employees  
Local #2291, AFL-CIO, hereinafter to be referred to as the Union.

In consideration of the mutual covenants herein contained, the  
parties hereto mutually agree as follows:

#### ARTICLE 1

##### RECOGNITION

The Employer recognizes the Union as the sole and exclusive  
bargaining agent for the purpose of establishing salaries, wages,  
hours and other conditions of employment for all of its employees  
in the classifications listed in Appendix A attached hereto, and  
by classifications as the parties may later agree to include.

#### ARTICLE 2

##### DEDUCTIONS

The Treasurer of the Boro is hereby directed and authorized to  
make Union Payroll deductions from all employees in said Union. The  
Union will supply the names of all employees belonging to said Union  
and from whom said Union payroll deductions are to be made. The  
aggregate total of such deductions together with a list from whom  
dues have been deducted, shall be remitted to Council #73, AFSCME,  
3635 Quakerbridge Road, Trenton, NJ 08619.

### ARTICLE 3

#### HOURS OF WORK - BLUE COLLAR

The work week shall be forty (40) hours consisting of five (5) consecutive eight (8) hour days, Monday through Friday from 8:00 a.m. to 4:30 p.m.

There will be one-half ( $\frac{1}{2}$ ) hour off for lunch. Time and one-half ( $1\frac{1}{2}$ ) shall be paid for all hours worked beyond those specified in the work week. Workers on a three (3) shift basis shall work eight (8) hours, including lunch periods.

### ARTICLE 4

#### HOURS OF WORK - WHITE COLLAR

The work week shall be thirty-five (35) hours consisting of five (5) consecutive seven (7) hour days, Monday through Friday. Time and one-half ( $1\frac{1}{2}$ ) shall be paid for any hours worked beyond those specified in the work week.

### ARTICLE 5

#### SAFETY COMMITTEE

There shall be a Safety Committee consisting of an equal number of representatives of the Boro and the Union. They shall meet when necessary. If a majority of the committee agrees that a job is unsafe, then work shall cease provided however, the Boro shall be given an opportunity to remedy the condition.

## ARTICLE 6

### CALL IN PAY

Any union employee called to emergency duty that takes less than four (4) hours to correct, shall be given a minimum of four (4) hours pay at time and one-half ( $1\frac{1}{2}$ ).

Emergency to be determined by the Superintendent or other authorized personnel or officials.

## ARTICLE 7

### GRIEVANCE PROCEDURE

Grievance as used herein shall mean:

A dispute between the Boro and the Union or any of its members.

#### STEP 1:

The grievance shall be presented orally by the aggrieved or his steward to the Supervisor. The Supervisor shall have forth-eight (48) hours in which to submit an answer.

#### STEP 2:

If not satisfactorily settled within the forty-eight hours, the grievance shall be reduced to writing and submitted to the Department Head. The Department Head then has five (5) working days in which to submit their answer. If at this step, no answer is received, the grievance shall be considered as settled in favor of the employee.

#### STEP 3:

If the grievance is not settled satisfactorily within five (5) days, the grievance shall be submitted to the Mayor and a committee of no less than two Councilmen and a hearing shall be held within ten (10) days, at which hearing the grievant, shop steward, Local Union President and the Council #73 Staff Representative shall be present.

STEP 4:

If the grievance is still unsettled either party may, within fifteen (15) days after the reply of the Boro and the Council is due, by written notice to the other, request arbitration.

GRIEVANCE PROCEDURE

ARBITRATION

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Boro and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service or the Public Employment Relations Commission (PERC) shall be requested by either party or both parties to provide a panel of five (5) arbitrators. Both the Boro and the Union have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike one name. The process shall then be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

Expense for the arbitrator's services and the proceedings shall be borne equally by the Boro and the Union.

Time extensions beyond those stipulated above may be arrived at by mutual agreement of the parties concerned.

## ARTICLE 8

### OVERTIME

#### Section 1:

Time and one-half ( $1\frac{1}{2}$ ) the employees regular hourly rate of pay shall be paid for work under the following conditions.

1. All hours worked beyond the regular schedule work week.
2. All hours worked on a Saturday.
3. All hours worked on a holiday plus holiday pay.
4. All hours worked on a Sunday shall be paid at a double-time rate of pay.

For overtime computation purposes only, time within the employee's standard weekly work schedule for which the employee received pay from the Boro for approved absence, shall be credited to time worked when computing the work week.

Overtime shall be offered and rotated equally among all Union employees doing the same type of work. In case of emergency, no employee shall refuse overtime.

## ARTICLE 9

### LEAVES OF ABSENCE

Leaves of absence with pay may be granted to Union officers or delegates to conventions, institutes or educational conferences for a total of fifteen (15) days. The fifteen (15) days are not to be exceeded in any one year for all delegates or officers combined. Any employee in necessary attendance at meetings with Boro Officials or Supervisors, while dealing with grievances or proposals, will be excused from duty during such meetings without loss of pay.

Leaves without pay may be granted for other Union business or other mutually satisfactory causes.

## ARTICLE 10

### HOLIDAYS

The following days shall be recognised as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Thanksgiving Day
Good Friday	Veteran's Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Employee's Birthday	

Holidays falling on a Saturday shall be observed on the preceeding Friday.

Holidays falling on a Sunday shall be observed on the following Monday.

If a holiday falls during the employee's vacation period, the employee shall receive an additional day of vacation.

If an employee is required to work on a holiday, he shall receive time and one-half ( $1\frac{1}{2}$ ) for the hours worked in addition to his holiday pay.

It is agreed that in order for an employee to be entitled to any holiday pay, each employee must work the day prior to and the day following said holiday, unless a reasonable excuse is given for absence.

In addition, the Superintendent shall have the discretion of allowing the employee off on an employee's birthday. In the event said employee is not granted time off on his birthday, said employee shall be entitled to another day off as agreed upon between them and the Superintendent.

ARTICLE 11

VACATIONS

Vacations shall be on the following basis:

One to four years.....	12 working days
Five to nine years.....	15 working days
Ten to fourteen years.....	20 working days
Fifteen to nineteen years.....	25 working days
Twenty years and over.....	30 working days

ARTICLE 12

PERSONAL DAYS

Three Personal days with pay will be granted to all employees covered by this Agreement.

Said leave shall not be taken unless 48 hours notice thereof has been given to the employee's supervisor.

In the event that less than 48 hours is given, said leave may be taken only upon authorization by said supervisor.

ARTICLE 13

LONGEVITY

5 Employees salaries shall be increased retroactive to January 1, 1984 in the following amounts, based on their years of service in accordance with the following schedule:

5 years to 9 years service.....	2%
10 years to 14 years service.....	4%
15 years to 19 years service.....	6%
20 years and over.....	8%



## ARTICLE 14

### SICK LEAVE

All employees under 25 years of service shall be entitled to fifteen (15) days sick leave with pay each year. Employees over twenty-five (25) years of service shall be entitled to twenty (20) days sick leave with pay each year. Unused sick leave shall be accumulated from one year to the next year. A doctor's certificate is required after five (5) days of continuous illness. Employees who are absent due to illness shall notify the supervisor as early as possible the day of their illness. -

## ARTICLE 15

### ACCUMULATED SICK LEAVE

Boro employees covered by this Agreement shall receive fifty percent (50%) cash payment of all accumulated sick leave on retirement. In the event of an employee's death, fifty percent (50%) of his accumulated unused sick leave shall be paid to his beneficiary.

## ARTICLE 16

### WORK UNIFORMS

A. It is agreed that the Boro of Carteret shall provide a uniform allowance of three hundred and seventy-five dollars (\$375) and the Boro shall reimburse all employees up to fifty dollars (\$50) for the year 1985.

B. It is agreed that the Boro and the Union will, in a wage re-opener, discuss the uniform allowance for the year 1986.

C. Rain gear shall be provided for all outside employees, which shall include rubber boots for all Boro employees.

## ARTICLE 17

### SHIFT DIFFERENTIAL

There shall be a fifteen cents (15¢) an hour shift premium for employees working on the second shift.

There shall be a twenty cents (20¢) an hour shift premium for employees working on the third shift.

Any first shift employee working more than two (2) hours into the second shift shall receive shift premium for those hours, and any second shift employee working into the third shift shall be compensated at the premium for all hours beyond his normal shift.

Any employee working a second consecutive shift or a total of four (4) hours overtime will either be provided with a meal or be given \$5.00 to buy a meal if no meal is furnished.

## ARTICLE 18

### BEREAVEMENT PAY

In case of death in the immediate family of any employee, four days leave of absence with pay shall be granted to arrange or attend funeral services.

Leave of absence shall mean four continuous days, whether working days or not, from the day of death.

Immediate family shall be the following: Mother, Father, Spouse, Sister, Brother, Son, Daughter, Brother-in-law, Sister-in-law, Mother-in-law, Father-in-law, Daughter-in-law, Son-in-law, Grandparents and Grandchildren.

These four days shall not be charged to sick leave benefit of any employee.

One day shall be granted with pay in case of death of any other relative to arrange or attend funeral services.

## ARTICLE 19

### SENIORITY

Seniority starts from the first day of employment, not from the first day of permanent employment. Seniority shall be broken by a voluntary quit or termination. The principles of seniority and promotion from within shall be a guiding factor in relations between the parties, but any employee designated to do a particular job must be able to demonstrate an ability to do the job required.

All job openings must be posted in each department for five (5) work days. Copies of all job postings shall be given to the Local Union President.

All employees who work at a job which pays a higher rate of pay than their own, shall receive the higher rate of pay for the time worked at the higher classification.

Seniority dates apply only to full-time employment.

## ARTICLE 20

### TRANSFERS

Employees desiring to transfer to other jobs shall submit an application in writing to their immediate Supervisor. The application shall state the reason for the required transfer.

Employees requesting transfers for reasons other than the elimination of their jobs, shall be transferred to equal or lesser pay job classifications on the basis of seniority, provided a vacancy exists. Employees requesting transfers because of the elimination of their jobs shall be transferred to the same job or

any other job of an equal or lower classification on the basis of seniority.

Transfer requests shall remain in effect for a period of six months. Employees wishing to keep their transfer requests under consideration beyond this period of time shall submit a new transfer request to the immediate supervisor to notify the employee when the six months are due to expire.

## ARTICLE 21

### DISCIPLINE

No employee shall be disciplined except for just and proper cause.

1. In any instance where an employee is subject to disciplinary action which would result in lost time, except where violence and/or health and safety of other employees may be involved, such disciplinary action shall not be implemented for at least three (3) days subsequent to the day of the incident involved. During such three (3) days the two sides shall meet to try and resolve the matter.

No employee may be suspended for a period of more than five (5) days without first having a disciplinary hearing. Notice of such hearing, along with specifications shall be furnished to the employee, with a copy to the Union President and to the Council office. The employee shall be entitled to representation at any such hearing by the Local Union President, Union Steward and Council Representative.

2. The person initiating any such charges shall not be the presiding officer at any disciplinary hearing.

Any suspension of five (5) days or less may become the subject of a grievance.

Any suspension in excess of five (5) days, or any removal of an employee may be appealed to Civil Service or may be appealed to arbitration provided the Union supports the request for arbitration. The employee shall have ten (10) days from the date of receipt of final notice of discipline to indicate his choice. His choice of either arbitration or Civil Service hearing shall be final and irrevocable.

## ARTICLE 22

### REST PERIODS

Relief periods of fifteen (15) minutes each shall be provided for all employees, once in the morning and once in the afternoon. A relief period of one half ( $\frac{1}{2}$ ) hour shall be given to any employee working overtime, once every four (4) hour period.

## ARTICLE 23

### INSURANCE

The employer shall cover its employees and their dependents with hospitalization from the Blue Cross and Blue Shield or its equivalent including Major Medical Plan and Rider "J". It shall be carried for the members of the Union employed by the Borough without contributions by the employee toward payment of premiums.

Group Life Insurance in the amount of \$10,000.00 shall be carried by the Boro for all employees and fully paid for by the Boro. The Boro shall supplement the pay of any employee who is on Workman's Compensation so that the employee will receive full pay for a period of up to one year.

The Boro shall increase the present disability benefits from \$90.00 per week to \$120.00 per week.

All employees who retire shall receive a paid up Life Insurance policy of \$5,000.00.

Upon retirement, the Boro agrees to continue hospitalization benefits to those said retirees, so long as the employee's income is derived from his pension and/or Social Security exclusively, and he is not actively engaged or working in other employment or business, self-employed or for pecuniary gain, remuneration or profit, and he shall submit a signed, written form stating that he has no additional earned income and provided further that such retired employee/member shall not be reinstated if coverage has been lawfully discontinued.

#### DENTAL

It is agreed that the Boro will establish a dental plan for its employees covered by this agreement. The Boro agrees to contribute 50% of the cost of the plan for all employees applying for coverage in 1985. The Boro will contribute 60% of the cost for all employees applying for coverage in 1986.

The remaining portion of the Dental insurance shall be borne by the individual employees.

## ARTICLE 24

### MISCELLANEOUS

Equipment operators are to receive the same rate of pay at all times and for all hours worked with no difference in pay.

Any shortage on pay check of any employee shall be rectified at next pay period. A supplemental check will be issued whenever possible.

Sewage treatment plant: On any call in for emergency purposes during the second and third shifts, no less than three men will be called in for that job emergency.

Any supervisor performing the duties of any employee, said employee will receive full wages for that time worked by the supervisor except for an immediate emergency situation.

## ARTICLE 25

### SALARIES

1. All employees covered by this Agreement shall receive a five percent (5%) increase in pay effective January 1, 1985. It is agreed that the Union and the Boro will have a wage re-opener when feasible before 1986.

2. All employees covered by this Agreement shall receive a seven percent (7%) increase in pay effective January 1, 1986.

3. All overtime worked from January 1, 1985 to the signing of this contract shall be paid at the new established rate. If the wage re-opener produces additional percentages, it will be considered for adjustments.

ARTICLE 26

CORRECTION OF PAYCHECK ERRORS

The Boro shall correct and adjust any errors in an employee's paycheck within the immediate succeeding pay after appropriate notice is received in the payroll section. The "immediately succeeding pay period" will be determined, giving due consideration to regular payroll processing cutoff dates. A list of these dates will be made available to the Union.

ARTICLE 27

TERMINATION

It is further mutually agreed between the parties hereto that the aforesaid Articles contained in this Agreement shall become effective immediately upon adoption by the governing body and shall be retroactive to the 1st day of January, 1985, and shall continue in effect for two years or until a further agreement shall be made.

In witness whereof, the parties hereto have set their hands and seals on this 4/4 day of April 1985.

BOROUGH OF CARTERET

LOCAL 2291 AFSCME AFL-CIO

Peter J. Seca Mayor

Harry Carpenter Pres.

[Signature]

Bono Towns

[Signature]

[Signature]

Harold Adams, CWA 13 AFSCME

attest: Anne H. Foley